

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. W25PHS-2015-4475		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390		CODE DACW61		7. ADMINISTERED BY (If other than item 6)		CODE	
				See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW61-02-B-0007	
				X		9B. DATED (SEE ITEM 11) 22-Feb-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) DESIGN, CONSTRCT, TEST AND DELIVER A SELF-PROPELLED WORK BARGE							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above numbered solicitation is amended as follows: 1. Section C: Bidder's should make a pen and ink change and change the solicitation number to read "DACW61-02-B-0007". 2. Section C: Pages C-3, C-23, C-26, C-31 and C-32 are deleted in their entirety. Substitute with the attached pages numbered C-3, C-23, C-26, C-31, and C-32 annotated Amendment 0001. 3. Section F: Page F-5 is deleted in its entirety. Substitute with the attached page numbered F-5, annotation Amendment 0001. 3. Section I: Pages I-101 to I-103, attached, are hereby incorporated. All other information remains the same.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY		(Signature of Contracting Officer)	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

PART I - THE SCHEDULE - SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

C000 GENERALC001 GENERAL REQUIREMENTS

A. INTENT

The Marine Design Center (MDC) of the U.S. Army Corps of Engineers (USACE) has issued this solicitation to acquire a self-propelled, welded steel, Log and Debris Management Vessel, which conforms to commercial standards and shall serve the U.S. Army Corps of Engineers, Seattle District. The vessel shall be delivered afloat and ready for service at Howard Hanson Reservoir, located near Palmer, Washington.

A second, identical vessel may be procured as an option by the Government once a contract has been awarded. If awarded, the option vessel shall be delivered to Mud Mountain Dam, which is ~~twenty miles~~ approximately 8 miles east of Enumclaw, Washington. Mud Mountain Dam is a flood control facility and is normally dry. If awarded, the option vessel shall be delivered on blocking near the base of the upriver side of the dam. Since the option vessel is intended to be identical to the first vessel, no additional engineering submittals are required for this vessel. All Final Deliverables, per Clause H02, shall be provided with an option vessel, if awarded.

B. MISSION

The primary mission of the vessels is to manage drift and debris on the upriver side of their respective Dams to ensure that individual pieces are small enough to pass through the sluice gates. The intention of Seattle District is to minimize the likelihood of logjams behind the dams.

C. OPERATION PROFILE

The base vessel will operate solely on the upriver side of the Howard Hanson Dam. It will maneuver under its own power, directing drift and debris through the sluice gates of the dam, reducing the size of large individual pieces of drift and debris, and removing non-biodegradable objects from Howard Hanson Reservoir. The vessel will also travel upriver a few miles to intercept debris before it reaches the dam. The option vessel will perform the same mission, but at Mud Mountain Dam.

C. BOW HOOKS

Two bow hooks spaced approximately 20 inches apart shall be welded to the deck at the bow. The hooks shall be constructed of 2" thick steel plate with all edges well rounded and smooth to minimize the risk of damage to the wire rope.

D. ROLLER FAIRLEAD

In front of the two bow hooks shall be provided and installed a 3 roller fairlead. The fairlead rollers shall be 4-inch diameter of steel and mounted on steel shafts with grease lubricated bronze bearings. The horizontal roller shall be positioned with the top edge of the roller approximately 1 inch above the deck timbers. The vertical rollers shall extend a minimum of 4" above the deck timbers.

C425 HANDRAILS

A two-tier removable chain railing between pipe stanchions shall be installed along the sides, stern and inboard sides of the vessel in accordance with Contract Drawing No. 619-A205-01, ARRANGEMENT.

The stanchions shall be of 1-1/2 inch nominal steel pipe set in sockets of 2" nominal steel pipe, except as noted. The sockets shall be 9" high welded to the steel deck and the stanchions shall be secured to the sockets by easily removable means. The stanchions shall extend 42" above the timber decking and be spaced no more than 5 feet apart. The lower tier shall be located 20" above the timber decking. The chains shall be 3/16" proof coil chain, galvanized, and fitted with a snap hook at each end.

The stanchions at the stern of the vessel, which support the transom platform, shall be 2-1/2" nominal steel pipe set in 3" nominal steel pipe sockets.

A permanent two-tier pipe handrail shall be installed around the top of the deckhouse. The stanchions shall be 42 inches high of 1-1/2 inch I.P.S. pipe welded to the deckhouse top. The top rail shall be even with the top of the stanchions and the lower rail shall be located 20" above the deckhouse top. Stanchions shall be located no more than 5 feet apart.

One 24 inch diameter ring buoy of unicellular plastic construction, with 90 feet of 3/8 inch SAMSON braid line and electric water light located on the forward side of the deckhouse.

One portable fire extinguisher Class A-II, mounted inside the deckhouse in full view.

One portable fire extinguisher Class B-II, installed in a weathertight box on the aft side of the deckhouse.

C455 JIB & ELECTRIC HOIST

A. JIB

A 1000-lb capacity jib similar to MCMASTER-CARR 3244T1, with trolley similar to MCMASTER-CARR 3189T2, shall be provided on vessel centerline at Frame 6.

B. ELECTRIC HOIST

The electric hoist shall be similar to McMASTER-CARR 3316T73 and mounted on the jib crane trolley and meet the following performance criteria:

- a. ~~42 VDC~~ 115 VAC power
- b. ~~2500~~ 1000-lb line pull
- c. 3-16 feet per minute line speed
- d. ~~storage capacity for 25 feet for 7/32" diameter wire rope~~
- e. 10-foot (minimum) remote control tether with switch

C456 DECK WINCH

The deck winch shall be located between Frames 0-3 and be attached to the steel deck, not the wood decking. The deck winch shall be similar to WARN M8274-50 and shall meet the following performance criteria:

- a. 12 VDC power
- b. 8000-lb line pull at a minimum speed of 6.1 ft./min., and a line speed of 74 ft/min. at a 0-lb line pull
- c. remote switch (to be mounted in the deckhouse)
- d. local switch
- e. automatic brake
- f. storage capacity for 150 feet of 5/16" diameter wire rope
- g. roller fairlead

C630 FUEL OIL SYSTEM

A. GENERAL

The Thrustmaster unit includes an integral 80 gallon fuel tank.

B. TANKS

The vessel shall include two fuel oil tanks of a combined capacity of 140 gallons. Refer to Clause C320 for construction details.

Piping between the tanks and the main deck and between each other shall be fitted with unions to facilitate tank removal.

The tanks shall be cross-connected with shut-off valves at each tank. The vent, service and fill pipes may be cross-connected to permit the use of one fuel oil station to service both tanks.

The vent, fill and service connections at the main deck shall be fitted with an enclosed, vented spill containment capable of holding 5 gallons. Beneath the sounding tube in the fuel tank, a 6 inch x 6 inch striker plate of at least 3/16-inch plate shall be seal welded to the tank bottom. The fuel fill shall be provided with a locking mechanism.

C. TRANSFER SYSTEM

A 12 VDC pump shall be provided and installed for transferring fuel from the fuel tank, to the fuel tank mounted on the Z-drive unit, as well as to other small vessels. The pump may be mounted below or on the main deck at the Contractor's discretion. If mounted on the main deck, it shall be stored in a lockable box, secured to the deck.

The contractor shall provide a sufficient length of fuel hose (30 foot minimum), with shut off nozzle, to reach the fuel fill on the THRUSTMASTER unit.

A hose rack shall be provided for the hose, adjacent to the tank fuel fill station. An easily cleanable drip pan shall be provided below the hose rack to prevent oil dripping from the hose onto the deck.

C660 PORTABLE BILGE PUMP

The Contractor shall furnish a portable, cart-mounted, bronze diaphragm type, self-priming, electric bilge pump similar to EDSON Model 220EWB-20. The pump shall have the following salient features:

- a. 20 GPM capacity
- b. bronze body with 1 1/2 inch pipe connections
- c. cart mount with wheels and handle
- d. 50 foot power cord
- e. TEFC motor, wired for 12 VDC operation
- f. motor guard

A minimum of 20 foot 1 1/2 inch smooth bore suction and charge hoses with cam lock quick connectors shall be provided with a low profile suction strainer, similar to McMaster-Carr 44365K22, with steel construction, bottom holes, and cam lock connector.

The Contractor shall provide a quick release means of securing the pump cart to the deck. The COR shall approve the final location for the pump storage.

C670 VENTS, SOUNDS, FILLS AND OVERFLOWS

Vents shall be constructed in accordance with all applicable ABS and USCG rules and in accordance with system specifications.

Storage compartment and the fuel oil tanks shall have vents. The fuel oil tank vent shall have a flame screen and all other vents shall have insect screens. Vents shall be located clear of the jib operating area and open deck area. Exact locations of all vents shall be approved by the COR prior to installation.

A sounding tube shall be provided in each fuel oil tank. The sound tube shall be as straight as practicable and located at the lowest point of the tank. The top of the sounding tube shall be below the level of the deck timber and the timber shall be cut away in way of the sounding tube to permit access. Below the sounding tube, at the tank bottom shall be a 6 inch by 6 inch striking plate of at least 3/16 inch thickness, seal welded to the tank bottom.

The fuel oil tank fill and vent shall be enclosed in a spill containment. The fill may serve as the sounding tube, if the fill is straight to the tank.

F04 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of:

For Line Item 0001AA;	\$ 000.00
For Line Item 0001AB;	\$ 400 <u>200</u> .00
For Line Item 0001AC;	\$ 850 <u>400</u> .00
For Line Item 0001BC;	\$ 850 <u>400</u> .00

Except that a maximum assessment will be made corresponding to a delay of:

For Line Item 0001AA;	00 calendar days
For Line Item 0001AB;	30 Calendar Days
For Line Item 0001AC;	30 <u>60</u> Calendar Days
For Line Item 0001 <u>B</u> AC;	30 <u>60</u> Calendar Days

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Termination for Default - Fixed Price, Supply and Services clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default - Fixed Price, Supply and Services clause of this contract.

Changes in Section I

The following clauses which are incorporated by full text have been added or modified:

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$ n/a , whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (JUL 2000)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance

agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS (EFARS)

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

52.232-5002 Continuing Contracts (Alternate) (Mar 1995) EFARS

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$250,000.00 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract